

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>				1. Requisition Number 00099902-0037		PAGE 1 OF 9		
2. Contract No.		3. Award/Effective Date Mar 22, 2002		4. Order Number CPSC-S-02-1258		5. Solicitation Number		
7. For Solicitation Information Call:		a. Name WILLIAM GRAVES wgraves@cpsc.gov			b. Telephone No (No collect calls) (301) 504-0444		6. Solicitation Issue Date	
9. Issued By US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408				10. THIS ACQUISITION IS: <input type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv. Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery for FOB Destination <input type="checkbox"/> See Schedule <input type="checkbox"/> 13a. This contract is a rated order under DPAS(15 CFR 700) 13b. Rating 14. Method of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. Deliver To CONSUMER PRODUCT SAFETY COMM. ADMINISTRATION SERVICES BRANCH 4330 EAST WEST HIGHWAY, ROOM 520 BETHESDA, MD 20814-4408				16. Administered By WILLIAM A. GRAVES		Code B07		
17a. Contractor/Offeror CANON BUSINESS SOLUTIONS ATTN: ALISON WELLER/SE P.O. BOX 6517 ARLINGTON VA 22206 Phone No. (703) 807-3402				Code 00017451 Fac Code		18a. Payment Will Be Made By CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 (301) 504-0018		
Code ADMS999				TIN: 132561772		Code PAYMENT		
17b. Check below if remittance is different and put such address in offer. <input type="checkbox"/>				18b. Submit invoices to address shown in block 18a unless box below is checked. <input checked="" type="checkbox"/> See Addendum.				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	THE CONTRACTOR SHALL PROVIDE ANNUAL MAINTENANCE ON SITE FOR THE FOLLOWING EQUIPMENT FOR THE PERIOD OF MARCH 1, 2001 THROUGH SEPTEMBER 30, 2002. SERVICES SHALL BE IN ACCORDANCE WITH THE							
25. Accounting and Appropriation Data 02 CC AD 2600 99934 257d						26. Total Award Amount (For Govt. Use Only) US 1,302.00		
<input type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached <input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached								
28. Contractor is required to sign this document and return _____ copies to <input type="checkbox"/> Issuing Office. Contract agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award date of contract reference QUOTE DATED FEBRUARY 8, 2002 <input checked="" type="checkbox"/> offer dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:				
30a. Signature of Offeror/Contractor				31a. United States of America (Signature of Contracting Officer)				
30b. Name and Title of Signer (Type or Print)			30c. Date Signed		31b. Name of Contracting Officer (Type or Print) KIM MILES kmiles@cpsc.gov (301) 504-0444		31c. Date Signed 3/22/02	
32a. Quantity in Column 21 has been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted and Conforms to the Contract Except as Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		
32b. Signature of Authorized Govt. Representative				32c. Date		35. Account Verified Correct		
32d. Signature of Authorized Govt. Representative				32e. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
32f. Signature of Authorized Govt. Representative				32g. Date		37. Check Number		
32h. Signature of Authorized Govt. Representative				32i. Date		38. S/R Account No.		
32j. Signature of Authorized Govt. Representative				32k. Date		39. S/R Voucher No.		
32l. Signature of Authorized Govt. Representative				32m. Date		40. Paid By		
41a. I certify this account is correct and proper for payment				41b. Signature and Title of Certifying Officer		42a. Received By (Print)		
41c. Signature and Title of Certifying Officer				41d. Date		42b. Received At (Location)		
41e. Signature and Title of Certifying Officer				41f. Date		42c. Date Rec'd		
41g. Signature and Title of Certifying Officer				41h. Date		42d. Total Containers		

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>MANUFACTURER'S SPECIFICATIONS.</p> <p>CANON IMAGE RUNNER 400S DIGITAL IMAGING SYSTEM SERIAL # NQG25433 - WITH AUTO DOCUMENT FEEDER/CASSETTE FEEDING UNIT/FINISHER INCLUDES 15,000 COPIES/MONTH</p> <p>LOCATION:</p> <p>U.S. CONSUMER PRODUCT SAFETYCOMMISSION 4330 EAST WEST HIGHWAY ROOM 502-OS BETHESDA, MD 20814</p>	7	MO	186.00	1,302.00

1. 52.0000-4004B CONTRACTOR'S NOTE

I. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496). All Federal agencies are required to pay their bills on time, pay interest penalties on late payments and to take discounts only when payments are made within the discount period. To assure compliance with the Act vouchers and/or invoices shall be submitted on any acceptable invoice form, which meets the criteria listed below. Examples of government vouchers that shall be used are the Standard Forms (SF), SF 1034 (Public Vouchers for Purchase and Services Other Than Personal) and SF 1034 (Continuation Sheet). At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN)
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 3 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. Other substantiating documentation or information as specified in the contract or purchase order.
9. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer, Div. of Financial Services, Room 522
U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. The Standard Forms (SF), SF 1034 (Public Voucher for Purchases and Services other than Personal) and SF 1035 (continuation sheet) can be downloaded at the General Services Administration's (GSA) web-site (<http://www.arnet.gov/far>).

II. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows: When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer on (301) 504-0018 at the following address:

Accounting Officer, Div. of Financial Services,
Room 522
U. S. Consumer Product Safety Commission

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

- II. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER Contact:
William A. GRAVES (301) 504-0444 ext. 1143.

52.212-4 Contract Terms and Conditions--Commercial Items (May 2001)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (1) Name and address of the Contractor;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;

- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.
In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
 - (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (Feb 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d) (4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) ___ Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

___ (12) 52.222-26, Equal Opportunity (E.O. 11246).

___ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c) (3) (A) (ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).

___ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

 (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

 (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

 (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

 (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

 (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.